REMARKS

I. Introduction

Claims 13-25 are pending in the present application. In view of the following remarks, it is respectfully submitted that all of the presently pending claims are allowable, and reconsideration is respectfully requested.

Applicants note with appreciation the acknowledgment of the claim for foreign priority and the indication that the priority documents have been received.

Applicants also thank the Examiner for considering the Information Disclosure Statement received on August 15, 2001.

II. Rejection of Claims 13-25 Under 35 U.S.C. § 102(e)

Claims 13-25 were rejected under 35 U.S.C. § 102(e) as being anticipated by United States Patent No. 6,721,334 ("Ketcham"). Applicants respectfully submit that this rejection should be withdrawn for the following reasons.

To anticipate a claim under § 102(e), a single prior art reference must identically disclose each and every claim feature. See Lindeman Machinenfabrik v. American Hoist and Derrick, 730 F.2d 1452, 1458 (Fed. Cir. 1984). If any claimed feature is absent from a prior art reference, it cannot anticipate the claim. See Rowe v. Dror, 112 F.3d 473, 478 (Fed. Cir. 1997). Anticipation requires the presence in a single prior art reference disclosure of each and every feature of the claimed subject matter, arranged exactly as in the claim. Lindeman, 703 F.2d 1458 (Emphasis added). Additionally, not only must each of the claim features be identically disclosed, an anticipatory reference must also enable a person having ordinary skill in the art to practice the claimed subject matter, as explained above. See Akzo, N.V. v. U.S.I.T.C., 1 U.S.P.Q.2d 1241, 1245 (Fed. Cir. 1986).

Claim 13 recites a method of effective utilization of data packets of differing capacity, which method includes: "exchanging user data packets and control data packets between a master station and subscribers, the user data packets having a data capacity which is a multiple of a data capacity of the control data packets"; "filling at least some **containers**

for the user data packets each with **a plurality of control data packets** in a transmission frame **according to an agreement between the master station and at least one of the subscribers**, the **agreement stipulating which of the containers for the user data packets are filled with control data packets**, the **control data packets which are stored in the containers for the user data packets being combined in a subframe**, an external format of the subframe being adapted to a format of the user data packets"; and "transferring the user data packets and the control data packets between the master station and the subscribers in a communications system having frame-oriented transmission." Independent claims 24 and 25 recite substantially corresponding features.

In support of the rejection of claim 13, the Examiner contends that Ketcham teaches the following features: "exchanging user data packets and control data packets (Figure 1, element 124) between a master station and subscribers, the user data packets having a data capacity which is a multiple of a data capacity of the control data packets (col. 2, lines 62-67, where there are packets and they can be multiplied fit into a maximum packet size; col. 10, lines 1-4, an Nth multiple)"; "filling at least some containers for the user data packets each with a plurality of control data packets in a transmission frame (col. 2, lines 61-67) according to an agreement between the master station and at least one of the subscribers (col. 3, lines 14-21), the agreement stipulating which of the containers for the user data packets are filled with control data packets, the control data packets which are stored in the containers for the user data packets being combined in a subframe, an external format of the subframe adapted to a format of the user data packets (col. 3, lines 1-6)"; and "transferring the user data packets and the control data packets between the master station and the subscribers in a communications system having frame-oriented transmission (col. 7, lines 53-61)." Applicants respectfully submit that the actual disclosure of Ketcham clearly fails to teach or suggest the Applicants' claimed features, as explained in detail below.

Initially, Applicants note that the Ketcham's disclosure has nothing to do with the claimed feature of "filling at least some **containers for the user data packets** each with **a plurality of control data packets**." While the Examiner cites column 2, lines 61-67 of Ketcham as disclosing the above-recited claimed feature, this cited section merely states that the "aggregate packet can include more than just two packets," and the "number of packets embedded in an aggregate packet is limited primarily by the maximum packet size on the packet-based network." Indeed, Ketcham merely provides for aggregating two or more

individual packets 118-124 and transmitting the aggregate packet, instead of transmitting individual packets 118-124 separately. (See col. 1, l. 61-67; col. 2, l. 30-33 and 36-41). While Ketcham states that packet 122 is data information packet and packet 124 is control information (col. 1, l.37-38), there is absolutely no suggestion of "filling at least some **containers for the user data packets** each with **a plurality of control data packets**."

In addition to, and dependent of, the above, nothing in Ketcham even remotely suggests that any "filling at least some **containers for the user data packets** each with **a plurality of control data packets** in a transmission frame" is performed "**according to an agreement between the master station and at least one of the subscribers**, the **agreement stipulating which of the containers for the user data packets are filled with control data packets**." While the Examiner cites column 3, lines 14-21 of Ketcham as teaching that the filling of the containers is performed "**according to an agreement between the master station and at least one of the subscribers**, the **agreement stipulating which of the containers for the user data packets are filled with control data packets**," the cited section merely indicates "determining which network devices support aggregate packets." The fact that individual data packets 118-124 may be aggregated has nothing to do with the above-recited claimed feature of "**an agreement between the master station and at least one of the subscribers . . . stipulating which of the containers for the user data packets are filled with control data packets**."

In addition to, and dependent of, the above, nothing in Ketcham even remotely suggests "the **control data packets** which are stored in the containers for the user data packets being **combined in a subframe, an external format of the subframe adapted to a format of the user data packets**." While the Examiner cites column 3, lines 1-6 of Ketcham as teaching this claimed feature, the cited section merely indicates that "each aggregate packet includes a fixed size table that describes the location and size of the embedded packets." The fact that the aggregate packet includes a table describing the location of the component packets has nothing to do with "the **control data packets** which are **stored in the containers for the user data packets** being **combined in a subframe, an external format of the subframe adapted to a format of the user data packets**."

In view of the foregoing, it is respectfully submitted that Ketcham completely fails to anticipate claim 13 and its dependent claims 14-23, as well as claims 24 and 25 which

recited features substantially corresponding to the above-discussed features of claim 13. Accordingly, it is respectfully requested that the anticipation rejection of claims 13-25 be withdrawn.

CONCLUSION

It is therefore respectfully submitted that all of the presently pending claims are allowable. All issues raised by the Examiner having been addressed, an early and favorable action on the merits is earnestly solicited.

Respectfully submitted,

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Dated: March 16, 2006

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